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CHURCH OF SCIENTOLOGY INTERNATIONAL
9

FILED

MAR 24 1992

HOWARD HANSON
MARIN COUNTY CLERK
By A. Cooper, Deputy

RECEIVED

MAR 26 1992

HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation;)
14 Plaintiff,)
15 vs.)
16 GERALD ARMSTRONG; DOES 1)
17 through 25, inclusive,)
18 Defendants.)
19

Case No. 152229

ORDER RE DEFENDANT'S
MOTION TO DISMISS OR STAY
OR TRANSFER TO LOS ANGELES
SUPERIOR COURT

20 Defendant's motion for a change of venue was heard on March 20,
21 1992 at 9:00 a.m. in the above-entitled Court. Plaintiff was
22 represented by Wilson, Ryan and Campilongo, Andrew H. Wilson
23 appearing, and by Bowles and Moxon, Laurie J. Bartilson appearing.
24 Defendant was represented by Ford Greene.

25 Whereas, the Honorable Bruce R. Geernaert of the Los Angeles
26 Superior Court, having replaced Paul G. Breckenridge, Jr., in Church
27 of Scientology of California v. Gerald Armstrong, Los Angeles
28 Superior Court Case No. C 420 153, narrowly ruled on December 23,

1 1991 that pursuant to Code of Civil Procedure sections 127(a)(4) and
2 664.4 he did not have jurisdiction to enforce the Mutual Release of
3 All Claims and Settlement Agreement executed December 6, 1986; and

4 Whereas, Paragraph 20 of said Agreement is nevertheless
5 effective as a forum selection clause which this court may enforce
6 under Smith v. Superior Court (1986); and

7 Having reviewed the written arguments and evidence submitted by
8 the parties, and having heard the arguments of counsel,

9 It is therefore ORDERED as follows:

10 1. Defendant's motion to transfer the file in Marin County
11 Superior Court Case No. 152229 is GRANTED.

12 a. It is FURTHER ORDERED that the file herein shall be
13 transferred to James H. Dempsey, Executive Officer and Clerk of the
14 superior court of Los Angeles, 111 North Spring Street, Los Angeles,
15 California, 90012 immediately after the expiration of twenty (20)
16 days of the date of this Order as required by Code of Civil
17 Procedure sections 399 and 400, the parties hereto waiving the
18 written notice required by Code of Civil Procedure Section 400.

19 b. It is FURTHER ORDERED that pursuant to Code of Civil
20 Procedure section 399 Plaintiff shall pay the costs of transfer of
21 the file to Los Angeles Superior Court.

22 c. It is FURTHER ORDERED that this Court shall retain
23 jurisdiction to determine, upon noticed motion, whether Defendant
24 should be awarded fees and costs in connection with the bringing of
25 the Motion to Transfer and to enforce, if necessary, Paragraphs 2.b.
26 through f. until the earlier of May 4, 1992 or the date a
27 preliminary injunction motion is appealed or denied in the Los
28 Angeles Superior Court.

1 2. This Court's order of March 5, 1992 is hereby extended ^{m.P.D.}
2 through and including the earlier of May 4, 1992 ^{or further order of the court.} ~~per the date that a~~
3 ~~preliminary injunction is granted or denied by the Los Angeles~~ F6

4 ~~Superior Court.~~ Defendant Gerald Armstrong and his agents are
5 hereby enjoined from violation of that certain Settlement Agreement
6 ("Agreement") dated December 6, 1986, including the following:

7 a. Armstrong is restrained from violating Paragraph 7(d)
8 which prohibits Armstrong from creating or publishing books or
9 magazine articles, disclosing his experiences with Scientology, and
10 any knowledge or information he may have concerning the Church of
11 Scientology, L. Ron Hubbard, or any of the organizations listed in
12 Paragraph 1 of the Agreement ("Scientology organizations")
13 affiliated therewith, disclosing documents identified in Exhibit A
14 to the Settlement Agreement, including films, tapes, photographs,
15 recordings or variations or copies of any such materials which
16 concern or relate to the religion of Scientology, L. Ron Hubbard or
17 any of the Scientology organizations;

18 b. Defendant is restrained from violating the provisions
19 of Paragraph 7(g) which prohibits Defendant from voluntarily
20 assisting or cooperating with any person adverse to Scientology in
21 any proceeding against any of the Scientology organizations, or from
22 cooperating in any manner with any organizations aligned against
23 Scientology;


24 c. Defendant is restrained from violating the provisions
25 of Paragraph 7(h) which prohibits Defendant from testifying or
26 participating in judicial or administrative proceedings adverse to
27 Scientology or any of the Scientology organizations unless compelled
28 to do so by subpoena or lawful process;

1 d. Defendant is restrained from violating the provisions
2 of Paragraph 10, which prohibits Defendant from assisting or
3 advising anyone, including individuals, partnerships, associations,
4 corporations, or governmental entities contemplating any claim or
5 engaged in litigation or involved in or contemplating any activity
6 adverse to the interests of any of the Scientology organizations;

7 e. Defendant is restrained from violating the provisions
8 of Paragraph 18(d), which prohibits Defendant from disclosing the
9 contents of the Agreement;

10 f. Nothing in this Order shall be construed to prohibit
11 Armstrong from working in the employ of, or as an independent
12 contractor for, Ford Greene on matters not involving the Church of
13 Scientology International or any of the Scientology organizations.

14 DATED March 24, 1992. MICHAEL B. DUFFICY
15 JUDGE OF THE SUPERIOR COURT

16 Approved as to form:
17 
18 Ford Greene, Esq.
19 Attorney for Defendant Gerald
20 Armstrong